



Patent
Attorney's Docket No. 000270-026

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of)
)
Steven L. STICE et al) Group Art Unit: 1636
)
Application No.: 09/394,902) Examiner: Unassigned
)
Filed: September 13, 1999)
)
For: CLONING PIGS USING DONOR)
CELLS OR NUCLEI FROM)
DIFFERENTIATED CELLS (SOMATIC)
OR GERM CELLS AND PRODUCTION)
OF PLURIPOTENT PORCINE CELLS)
BY NUCLEAR TRANSFER)

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AUG 14 2001

OFFICE OF PETITIONS

PETITION FOR EXTENSION OF TIME

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

The following extension of time is requested to respond to the Notice to File Missing Parts
of Application issued October 6, 1999 :

four months to April 6, 2000 ; the extension fee is:

☒ \$680.00 (218) [] \$1,360.00 (118).

[] The shortened statutory period has been reset by an Advisory Action dated

☒ An extension fee in the amount of \$ 680.00 is enclosed.

[] Charge \$ _____ to Deposit Account No. 02-4800.

The Commissioner is hereby authorized to charge any appropriate fees under 37 C.F.R.
§§ 1.16, 1.17 and 1.21 that may be required by this paper, and to credit any overpayment, to
Deposit Account No. 02-4800. This paper is submitted in duplicate.

Respectfully submitted,

BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404
Alexandria, VA 22313-1404

(703) 836-6620

Date: April 6, 2000

By: Robin L. Teskin
Robin L. Teskin
Registration No. 35,030



Attorney's Docket No. 000270-026

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of)

Steven L. STICE et al)

Application No.: 09/394,902)

Filed: September 13, 1999)

For: CLONING PIGS USING DONOR CELLS)
OR NUCLEI FROM DIFFERENTIATED)
CELLS (SOMATIC OR GERM CELLS)
AND PRODUCTION OF PLURIPOTENT)
PORCINE CELLS BY NUCLEAR)
TRANSFER)

Group Art Unit: 1636

Examiner: Unassigned

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OFFICE OF PETITIONS

PETITION UNDER 37 C.F.R. §1.47(a)

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

The above-identified Patent Application was filed, and Applicants respectfully request that it be accorded pursuant to 37 C.F.R. §1.47(a) status. This Application was filed on September 13, 1999, without a signed Declaration and Assignment by the inventors, which are Steven L. Stice, Jose Cibelli, James Robl, and Paul Golueke. This Petition is necessary because two of the joint inventors, i.e., Paul Golueke and Steven L. Stice, have refused to sign the Declaration pursuant to 37 C.F.R. §1.63.

In support of this Petition, Applicants enclose the following:

4-6-00

- (1) Declaration Pursuant to 37 C.F.R. §1.63 signed by the remaining joint inventors on behalf of themselves and the non-signing inventor;
- (2) Declaration of Facts by the undersigned, substantiating that the above-identified Application, Declaration and Assignment papers were provided to Paul Golueke and Steven L. Stice at their current addresses; that these papers were received by Paul Golueke and Steven L. Stice; and that they refused to sign these papers after receipt.

Also, the requisite fee of \$65.00 is provided in accordance with 37 C.F.R. §1.17(h), as well as the four month Extension of Time fee of \$680.00, in accordance with 37 C.F.R. §1.16(e), which is required for the late filing of the signed Declaration.

It is respectfully requested, based on the provided information, that this Patent Application be accepted pursuant to 37 C.F.R. §1.47(a) because Applicants have fully complied with the requirements of 35 U.S.C. §116, second paragraph, and 37 C.F.R. §1.47(a).

Respectfully submitted,

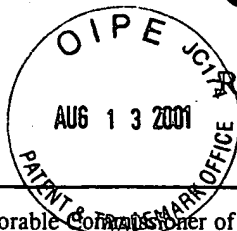
BURNS, DOANE, SWECKER & MATHIS, L.L.P.

By: 

Robin L. Teskin

Registration No. 35,030

P.O. Box 1404
Alexandria, VA 22313-1404
(703) 836-6620
Date: April 6, 2000



RECORDATION FORM COVER SHEET
PATENTS ONLY

Attorney's Docket No. 900278-026

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jose CIBELLI and James M. ROBL

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: 9/20/99 & 10/5/99, respectively

2. Name and address of receiving party(ies):

Name: UNIVERSITY OF MASSACHUSETTS, A
PUBLIC INSTITUTION OF HIGHER EDUCATION
OF THE COMMONWEALTH OF
MASSACHUSETTS, AS REPRESENTED BY ITS
AMHERST CAMPUS

Address: Office of Vice Chancellor for Research
at Amherst,
Amherst, Massachusetts 01002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/394,902

B. Patent No.(s)

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Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robin L. Teskin

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin L. Teskin
Name of Person Signing

Robin L. Teskin
Signature

April 6, 2000
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

4-6-00
CPL

ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by STEVEN L. STICE; JOSE CIBELLI; JAMES M. ROBL; AND PAUL GOLUEKE, residing at 468 AMHERST ROAD, BELCHERTOWN, MA 01007; 166 VILLAGE PARK, AMHERST, MA 01002; 196 OLD ENFIELD, BELCHERTOWN, MA 01007; AND 8 DIANE DRIVE #3, BELCHERTOWN, MA 01007 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in CLONING PIGS USING DONOR CELLS OR NUCLEI FROM DIFFERENTIATED CELLS (SOMATIC OR GERM CELLS) AND PRODUCTION OF PLURIPOTENT PORCINE CELLS BY NUCLEAR TRANSFER,
☐ which is a provisional application to be filed herewith; ☐ which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application;
☒ bearing Application No. 09/, and filed on SEPTEMBER 13, 1999; and

WHEREAS, UNIVERSITY OF MASSACHUSETTS, A PUBLIC INSTITUTION OF HIGHER EDUCATION OF THE COMMONWEALTH OF MASSACHUSETTS, AS REPRESENTED BY ITS AMHERST CAMPUS, and having its principal place of business at OFFICE OF VICE CHANCELLOR FOR RESEARCH AT AMHERST, AMHERST, MASSACHUSETTS 01002 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the

Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date _____ Signature of Assignor _____

Steven L. STICE

Date 9/20/98 Signature of Assignor _____

Jose CIBELLI

Date _____ Signature of Assignor _____

James M. ROBL

Date _____ Signature of Assignor _____

Paul GOLUEKE

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by STEVEN L. STICE; JOSE CIBELLI; JAMES M. ROBL; AND PAUL GOLUEKE, residing at 468 AMHERST ROAD, BELCHERTOWN, MA 01007; 166 VILLAGE PARK, AMHERST, MA 01002; 196 OLD ENFIELD, BELCHERTOWN, MA 01007; AND 8 DIANE DRIVE #3, BELCHERTOWN, MA 01007 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in CLONING PIGS USING DONOR CELLS OR NUCLEI FROM DIFFERENTIATED CELLS (SOMATIC OR GERM CELLS) AND PRODUCTION OF PLURIPOTENT PORCINE CELLS BY NUCLEAR TRANSFER, ☐ which is a provisional application to be filed herewith; ☐ which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; ☒ bearing Application No. 09/, and filed on SEPTEMBER 13, 1999; and

WHEREAS, UNIVERSITY OF MASSACHUSETTS, A PUBLIC INSTITUTION OF HIGHER EDUCATION OF THE COMMONWEALTH OF MASSACHUSETTS, AS REPRESENTED BY ITS AMHERST CAMPUS, and having its principal place of business at OFFICE OF VICE CHANCELLOR FOR RESEARCH AT AMHERST, AMHERST, MASSACHUSETTS 01002 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the

Application No. 09/
Attorney's Docket No. 000270-026

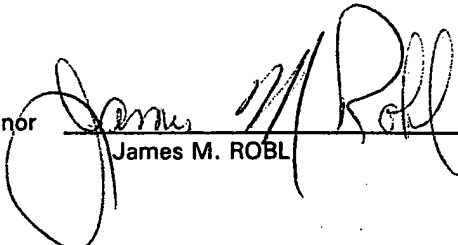
Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date _____ Signature of Assignor _____
Steven L. STICE

Date _____ Signature of Assignor _____
Jose CIBELLI

Date 10/5/99 Signature of Assignor 
James M. ROBL

Date _____ Signature of Assignor _____
Paul GOLUEKE